

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR SERVICES**

**INFO-TECH RESEARCH GROUP INTERNATIONAL INC.**

**1. Introduction**

**A. Parties**

This Contract for services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Info-Tech Research Group International Inc. (hereinafter “Vendor”), with its principal place of business at 602 Queens Avenue, London, Ontario, Canada N6B 1Y8.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR determined that the GSA Contract GS-35F-0041U held by Vendor offered best value to the State of Texas, under the authority granted by Chapter 2155, Subchapter I, Government Code, as amended by Acts of the 80<sup>th</sup> Legislature, HB 2918, Section 8, effective September 1, 2007.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, IT Research and Advisory Services Pricing Index; Exhibit 1, Vendor’s Response to GSA original solicitation, including all addenda; and Exhibit 2, GSA’s original Solicitation, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend this Contract, upon mutual agreement, for up to two (2) optional one-year terms.

**3. Service Offerings**

Services available under this Contract are limited to IT Research and Advisory Services as specified in Appendix C IT Research and Advisory Services Pricing Index. Vendor

may incorporate changes to their services offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

#### **4. Pricing**

##### **A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the sales price suggested by the manufacturer or publisher of the service.

##### **B. Customer Discount**

The minimum Customer discount for all products and services will be the GSA price in effect at the time of order.

##### **C. Customer Price**

1) Customers purchasing services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

2) If pricing for services available under this Contract are provided at a higher discount to: (i) an eligible Customer who is not purchasing those services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said services to eligible Customers, then the available discounts in this Contract shall be adjusted to that higher discount. This Contract shall be amended within ten (10) business days to reflect the higher discounts.

3) Manufacturer's government published price list for the IT Research and Advisory Services are the GSA Multiple Award Schedule Contract, #GS-35F-0041U. Manufacturer certifies that the prices offered under this contract will be no greater than the single unit prices offered to the Federal Government under the applicable GSA Multiple Award Schedule in effect at the time of the order. Prices will be no greater than the applicable GSA prices.

##### **D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

##### **E. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

##### **F. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense

reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**G. Changes to Prices**

Vendor may change the price of any service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager  
Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759

If sent to the Vendor:

Cody Hare  
Info-Tech Research Group International Inc.  
602 Queens Avenue  
London, Ontario, Canada N6B 1Y8  
Phone: (519) 432-3550  
Facsimile: (519) 432-2506

Email: chare@infotech.com

**7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

This Contract is executed to be effective as of the date of last signature.

**Info-Tech Research Group International Inc.**

**Authorized By: Signature on File**

**Name: Davin Juusola**

**Title: VP R&D**

**Date: August 22, 2013**

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By: Signature on File**

**Name: Karen Robinson**

**Title: Executive Director**

**Date: 8/26/13**

**Office of General Counsel: Signature on File**